

MEMORANDUM

Agenda Item No. 8(0)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a form Interlocal Memorandum of Understanding between Miami-Dade County and any of its municipalities related to the iWASD Allocations GIS Viewer and database with a term of one (1) calendar year with automatic annual renewals; and authorizing the County Mayor to execute individual Interlocal Memorandums of Understanding with any County municipality that wishes to participate in the database; and authorizing the County Mayor to exercise the provisions contained therein

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney



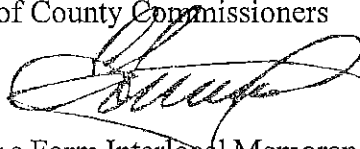
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Memorandum



Date: October 5, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving a Form Interlocal Memorandum of Understanding Related to the iWASD Allocations GIS Viewer and Authorizing Execution of Individual Agreements between the County and any of its Municipalities

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to enter into individual Interlocal Memorandums of Understanding (IMOU) with County municipalities that wish to share information for use on the County's iWASD Allocations GIS Viewer - a data system that will centralize information related to construction building permits and which the public will also be able to access through the County's website.

Board approval will authorize the County Mayor or County Mayor's designee to use the attached form Interlocal Memorandum of Understanding (IMOU) to enter into individual agreements, through its Water and Sewer Department (WASD), with the participating County municipalities. The IMOU will be for a term of one (1) calendar year with automatic annual renewals, unless otherwise terminated by either party.

Scope

This IMOU will have a countywide impact.

Fiscal Impact/Funding Source

There will be no fiscal impact to the County or its users for accessing the iWASD Allocations GIS Viewer because access is being provided at no cost by the Water and Sewer Department (WASD). The centralized data system has already been developed by WASD; therefore, there are no internal costs associated with providing access to the iWASD Allocations GIS Viewer.

Track Record Monitor

WASD's Chief Financial Officer Frances Morris will oversee the implementation of this item.

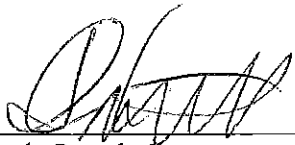
Background

The centralized data system will allow County departments, any participating County municipality and the public to view information relevant to construction building permit data. The County, through its Water and Sewer Department, will be the receiver of the information sent by participating municipalities and will manage and maintain the centralized data system. Various layers of information will be available in the system including the data sets listed below:

- (1) County and Municipal Construction Permits
- (2) Municipal and Commission District Boundaries

- (3) Septic Tanks Countywide
- (4) Flood Zones Countywide
- (5) WASD Certifications of Adequate Capacity for Water and Sewer Allocations
- (6) WASD Water and Sewer Service Areas
- (7) WASD Pump Station Basins
- (8) WASD Pipeline and Developer Projects

WASD has developed this centralized data system to assist with the construction building permit issuance process and to offer as much information as possible to stakeholders. In addition, the system will facilitate compliance with local, state, and federal regulatory requirements, including but not limited to: (a) the 20-Year Water Use Permit issued by the South Florida Water Management District that set forth the County's annual water allocation; and (b) the Federal Consent Decree between Miami-Dade County, the Environmental Protection Agency, the State of Florida, and the Florida Department of Environmental Protection that set forth capacity, management, operations, and maintenance requirements for the County and its municipalities.



Jack Osterholt
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(0)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(1)
10-5-16

RESOLUTION NO. _____

RESOLUTION APPROVING A FORM INTERLOCAL MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND ANY OF ITS MUNICIPALITIES RELATED TO THE IWASD ALLOCATIONS GIS VIEWER AND DATABASE WITH A TERM OF ONE (1) CALENDAR YEAR WITH AUTOMATIC ANNUAL RENEWALS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE INDIVIDUAL INTERLOCAL MEMORANDUMS OF UNDERSTANDING WITH ANY COUNTY MUNICIPALITY THAT WISHES TO PARTICIPATE IN THE DATABASE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the form agreement, in substantially the form attached hereto, of the attached Interlocal Memorandum of Understanding (IMOU) between Miami-Dade County, through its Water and Sewer Department, and any County municipality desiring to enter into such an IMOU with the County to share a centralized data system that contains construction permitting data with a term of one (1) calendar year with automatic annual renewals, and authorizes the County Mayor or County Mayor's designee to execute individual IMOUs with any County municipality and to exercise the provisions contained therein, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sara E. Davis

**INTERLOCAL MEMORANDUM OF UNDERSTANDING BETWEEN
MIAMI-DADE COUNTY AND**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of this ____ day of _____, 2016 (the "Effective Date"), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and _____, a municipality within Miami-Dade County (hereinafter, the "City," and collectively with the County, the "Parties").

RECITALS

WHEREAS, the Parties acknowledge that a centralized data and system sharing program will assist the Parties with coordinated decision-making and procurement of permits on a County-wide basis; and

WHEREAS, such coordination is critical in order for the Parties to meet the federal, state, county and regional regulatory requirements of, among other things, the County's Comprehensive Development Master Plan ("CDMP"); the South Florida Water Management District Water Use Permit ("SFWMD WUP"); and the Federal Consent Decree between Miami-Dade County, the Environmental Protection Agency, the State of Florida and the Florida Department of Environmental Protection, effective date of December 6, 2013, which was approved by the United States District Court for the Southern District of Florida in Case Number 1:12-CV-24400-FAM; and

WHEREAS, the County, through its Miami-Dade Water and Sewer Department ("WASD"), has developed and, with input from the municipalities, will continue to maintain the iWASD Allocations GIS Viewer, which will link building permitting data from the unincorporated areas of Miami-Dade County as well as its municipalities, with water and sewer certifications of adequate capacity from WASD and the County's Department of Regulatory and Economic Resources ("RER") respectively, in one centralized and easy to use location; and

WHEREAS, the iWASD Allocations GIS Viewer will, among other features, allow the public, including the Parties, the ability to: ascertain which utility provides water or sewer services to a particular property, view information and permits related to active water and sewer certifications of adequate capacity, and identify water or sewer certifications of adequate capacity that have expired or have been cancelled; and

WHEREAS, the iWASD Allocations GIS Viewer will also assist WASD in tracking and confirming the assessment and collection of applicable water and sewer connection charges of properties located within WASD and the City's service area; and

WHEREAS, the Parties wish to enter into this MOU in order to provide a framework and guidelines for the working relationship between the Parties and in order to specify the

responsibilities in data sharing, processes and services to be provided through the iWASD Allocations GIS Viewer,

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

2. Obligations of the Parties. This MOU does not bind the Parties to commit funds and/or personnel to the iWASD Allocations GIS Viewer, but the Parties agree, subject to the limitations of their respective charters, policies and statutes, to:

- (a) share all available data and information related to the iWASD Allocations GIS Viewer with one another and the public;
- (b) provide data and information for inclusion in the iWASD Allocations GIS Viewer on a monthly basis through use of the established data templates, which data and information shall include, at a minimum, all projects that were issued a certificate of occupancy, certificate of use or an equivalent municipal occupational license that have also received a conditional or unconditional written approval;
- (c) coordinate the planning and implementation of the iWASD Allocations GIS Viewer; and
- (d) pursue joint funding opportunities for collective implementation of the iWASD Allocations GIS Viewer.

In addition, the County will provide the iWASD Allocations GIS Viewer to the Parties at no cost. A link to the iWASD Allocations GIS Viewer will be available on various County websites and can be added to the City's website.

3. Term/Termination. The term of this MOU shall commence on the Effective Date and shall automatically renew annually. The Parties may terminate this MOU at any time for convenience upon thirty (30) days' prior written notice to one another pursuant to the Notice provision set forth in Paragraph 5 below. Termination of this MOU will also occur in the event that the City ceases to exist. In the event of termination, the iWASD Allocations GIS Viewer, and any information contained therein, shall be deemed the property of the County.

4. Inaccurate Information. If either the County or the City submits inaccurate data to the iWASD Allocations GIS Viewer, it shall be the responsibility of that Party to submit corrected information within ten (10) days after receipt of written notice that the data is inaccurate. Failure to promptly correct inaccurate information upon notice may result in termination of this MOU and

may be deemed a violation of various laws and regulations and may subject the Party to the imposition of penalties and/or sanitary sewer moratorium, if provided for by applicable law.

5. Notice: All notices hereunder shall be given by hand-delivery, electronic delivery, overnight delivery or certified mail (return receipt requested), and shall be deemed delivered upon receipt or refusal to accept delivery if addressed as follows:

County Miami-Dade Water & Sewer Department
 Attn: Jose Lopez, Computer Services Manager
 3071 S.W. 38 Avenue, Room 331
 Miami, FL 33146
 (786) 552- 8334
 Jose.Lopez5@miamidade.gov

City ...

6. Entire Agreement: This MOU contains the entire agreement of the Parties hereto, and, in executing and delivering this MOU, neither the County nor the City, or any of their agents or representatives, is relying on any warranties, representations, promises or statements not contained herein.

7. Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile and/or electronic signatures on this MOU shall be deemed to be originals for all purposes.

8. Severability: In the event any provision of this MOU is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this MOU shall be construed to be in full force and effect.

9. Dispute Resolution: This MOU shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any dispute that arises between the Parties, a meeting shall be conducted between the Director of RER, the Director of WASD and the Building Official for the City in order to attempt to resolve the disagreement in good faith. If a resolution of the dispute cannot be reached at the meeting, the Parties agree that the dispute resolution processes set forth in Florida Statute Chapter 164 shall apply.

10. Sovereign Immunity: In consideration of good and valuable consideration received from the City, the County, to the extent permitted by law, agrees to indemnify and save harmless forever, the City, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the City, its officers, agents, and employees due to, caused by, or arising from the negligence of the County, its officers,

employees and agents in connection with the performance of this MOU. The County agrees to defend against any claims brought or actions filed against the City, its officers, agents and employees in connection with the subject of the indemnities contained herein.

In consideration of good and valuable consideration received from the County, the City, to the extent permitted by law, agrees to indemnify and save harmless forever, the County, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the County, its officers, agents, and employees due to, caused by, or arising from the negligence of the City, its officers, employees and agents in connection with the performance of this MOU. The City agrees to defend against any claims brought or actions filed against the County, its officers, agents and employees in connection with the subject of the indemnities contained herein.

Notwithstanding the above, nothing shall create any liability of the County or the City beyond the scope of Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

11. Public Records: All Parties shall comply with the State of Florida Public Records Law, Section 119.07, Florida Statutes.

12. Headings: The headings and paragraph titles utilized throughout this MOU have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this MOU.

13. Amendment: No amendment to this MOU, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the County and the City.

14. No Partnership: Nothing in this MOU shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

15. Construction: This MOU shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the County and the City have contributed substantially and materially to the preparation of this MOU.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, Miami-Dade County and the City of _____ have duly executed this MOU as of this day and year first above written.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____ By: _____
Deputy Clerk County Mayor

Approved by County Attorney
As to form and legal sufficiency:

Assistant County Attorney

Sarah E. Davis

CITY

ATTEST:

By: _____ By: _____
City Clerk Title

Approved by City Attorney
As to form and legal sufficiency:

City Attorney